

**STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES**

**CONTRACT FOR SERVICES**

**JANET SPIES DBA JFS EVENTS**

**1. Introduction**

**A. Parties**

This Contract for Services (“Contract”) is entered into between the State of Texas (“State”), acting by and through the Department of Information Resources (“DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Janet Spies DBA JFS Events (“Vendor”), with its principal place of business at Post Office Box 12731, Austin, TX 78711 for Meeting Planning Services for IRM Education Programs.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a three-bid solicitation on June 6, 2016 for Meeting Planning Services. Upon execution of this Contract, a notice of award for this Statement of Work shall be posted on the DIR website in accordance with statutory requirements.

**C. Order of Precedence**

This Contract; Appendix A, Standard Terms and Conditions For Services Contracts; Exhibit 1, Vendor’s Response to the Statement of Work, including all addenda; and Exhibit 2, Statement of Work for Meeting Planning Services, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**D. Term of Contract**

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to two (2) optional one-year terms. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

### **E. Contract Amount**

The total amount of payments from DIR to Vendor under this Contract shall not exceed an annual cost of six thousand dollars and no cents (\$6,000), to be paid in monthly installments of five hundred dollars (\$500). Any additional meeting planning services provided by Vendor outside the services listed in this Contract and that exceed expected services as detailed in Section 3. Scope of Work of this Contract, will be provided as requested on an hourly basis at \$50 per hour. Vendor must obtain DIR's written approval prior to providing these additional hourly expenses. The Vendor will send DIR monthly financial statements and DIR will approve Vendor's payment from the IRM Education Program bank account.

## **3. Scope of Work**

### **Description of Contractor Services**

Contractor shall provide outlined services for the DIR Tech Forum to be held on October 11, 2016; E-Records Conference to be held in November 2016; one event tentatively scheduled Spring 2017; and one event tentatively scheduled Summer 2017. Contractor shall work with the designated DIR staff in order to complete each task described within this Agreement.

The vendor is expected to provide the follow services, as well as any additional services that may be included within the scope of this SOW as mutually agreed.

### **1. Maintain Bank Account**

- Maintain event bank account for IRM Education Programs to which all vendor fees from the Information Security Forum and DIR Telecommunications Forum will be deposited and from which all expenditures paid

### **2. Specified Meeting Planning Services for up to four (4) events including:**

- DIR Tech Forum – October 11, 2016
- E-Records Conference – November 2016
- Event #3 – tentatively planned for summer 2017
- Event #4 – tentatively planned for summer 2017

#### **Tasks to include:**

- Vendor Management including billing and processing payments
- Conference financial management
- Coordinating on-site Vendor check-in and registration
- Depositing and paying all expenses related to the event out of the IRM Education Program Account. Payment of catering (food/beverage) shall be paid out of the sponsorship payments/event registrations for exhibitors – NO EXCEPTIONS.
- Providing on-site event management staff person for vendor coordination and registration on set-up day and to oversee/coordinate details on event day

**3. Purchasing Services**

- Purchase supplies for IRM Education Programs as directed by DIR Staff
- Payment to be made from IRM Education Program Account.

**4. Post Event Services**

- Payment from IRM Education Program account of all invoices presented by DIR in a timely manner not to exceed three (3) days after event
- Preparing a summary comparison of income vs. expenses as it pertains to the transactions managed under this agreement
- Provide a full accounting audit of all transactions including registration, invoices paid, receipts and bank statements

Any on-site meetings and or telephone conversations required to complete the above tasks will be held at mutually agreed upon times during regular business days (Monday through Friday, excluding State Holidays) and hours (8:00 am – 5:00 pm).

**4. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Shannon Kelley  
Manager, Enterprise Contract Management  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4000  
Facsimile: (512) 475-4759  
Email: [shannon.kelley@dir.texas.gov](mailto:shannon.kelley@dir.texas.gov)

If sent to the Vendor:

Janet Spies DBA JFS Events  
Post Office Box 12731  
Austin, TX 78711  
Phone: (512) 461-3236  
Email: [jspi456@gmail.com](mailto:jspi456@gmail.com)

**8. Authorized Exceptions to Contract and any Appendices.**

The following exceptions to Appendix A, Standard Terms and Conditions for Services Contracts, have been agreed to by DIR and Vendor:

**A. Section 7. Vendor Responsibilities, N. Required Insurance Coverage,** is hereby replaced in its entirety with the following:

Vendor shall maintain a general liability insurance policy in the amount of \$1,000,000. DIR agrees to this change with the understanding that Vendor is a sole proprietorship, has no other full-time employees, and drives her personal vehicle for work purposes. If these circumstances change, Vendor must notify DIR immediately, and DIR may require further insurance as the changed circumstances may warrant.

{Remainder of page intentionally left blank}

This Contract is executed to be effective as of the date of last signature.

**Janet Spies DBA JFS Events**

**Authorized By: /signature on file/**

**Name: Janet Spies**

**Title: Owner/Planner**

**Date: 8/15/2016**

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By: /signature on file/**

**Name: John Hoffman**

**Title: Chief Technology Officer**

**Date: 8/23/2016**

**Office of General Counsel: /signature on file/ 8/23/2016**